

AUG 18 1980 -2 10 PM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 5

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 4)

SUPPLEMENTAL AGREEMENT NO. 8

Dated as of June 12, 1980

TO

Equipment Trust Agreement

Dated as of April 1, 1973

BY AND BETWEEN
The Chase Manhattan Bank
(National Association)
Trustee

AND

Pullman Transport Leasing Company
(Presently known as Pullman Leasing Company)

- SUPPLEMENTAL AGREEMENT NO. 8

EQUIPMENT TRUST AGREEMENT

DATED AS OF April 1, 1973

(Series 4)

This Supplemental Agreement, (hereinafter called the "Supplemental Agreement"), dated as of June 12, 1980 , by and between The Chase Manhattan Bank (National Association) , a national banking association incorporated and existing under the laws of the United States, as Trustee, (hereinafter called the "Trustee"), and Pullman Leasing Company, formerly known as Pullman Transport Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the "Company").

WHEREAS, the Trustee, and the Company entered into an Equipment Trust Agreement dated as of April 1, 1973 , and have heretofore amended such Equipment Trust Agreement, (which Equipment Trust Agreement as so amended is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 4.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 4.07 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 7.06 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agree-

ment or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 7.06 of the Equipment Trust Agreement, the Trustee and the Company heretofore have entered into Supplemental Agreement No. 1

dated as of September 1, 1974; Supplemental Agreement No. 2 dated as of January 21, 1976; Supplemental Agreement No. 3 dated as of June 10, 1976; Supplemental Agreement No. 4 dated as of November 1, 1977; Supplemental Agreement No. 5 dated as of March 13, 1979; Supplemental Agreement No. 6 dated as of December 4, 1979; and Supplemental Agreement No. 7 dated as of March 11, 1980; and

WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

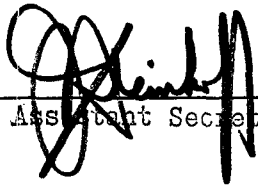
1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since July 31, 1979. Each of such units of Trust Equipment are hereby deleted from Schedule A to the Equipment Trust Agreement.

2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 4.07 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.

3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.


In Witness Whereof, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

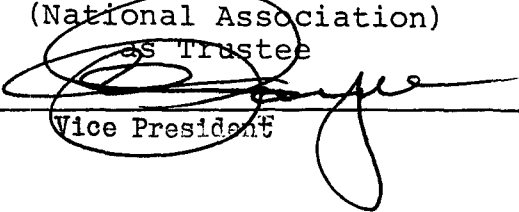


Assistant Secretary

Attest:

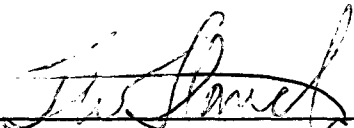


Assistant Secretary

The Chase Manhattan Bank
(National Association)
as Trustee
BY 

Vice President

Pullman Leasing Company

BY 

Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kathleen E. Helman, a Notary Public in and for such County and State, do hereby certify that T. W. Stonich, personally known to me to be a Vice President of Pullman Leasing Company, a Delaware corporation, and J. F. Reszel, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of June, 1980.

Kathleen E. Helman
Notary Public

My commission expires: December 21, 1982

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, Della M. Killett, a Notary Public in and for such County and State, do hereby certify that J.A. PAYNE, personally known to me to be Vice President of The Chase Manhattan Bank (National Association) and E. W. STENHOFF, personally known to me to be Assistant Secretary of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

July Given under my hand and notarial seal this 28th day of , 1980.

Della M. Killett
Notary Public

DELLA M. KILLETT
Notary Public, State of New York
No. 24-4659667
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1981

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1973
(Series 4)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
8	4750 cu. ft., 100-ton capacity covered hopper cars	KCS 306231, 306363 KCS 306941 PTLX 33169, 33183 33200, 33417 33420	\$184,297.51	3/73
15	4750 cu. ft., 100-ton capacity covered hopper cars	PTLX 33014, 33040 33055, 33072 33073, 33081 33083, 33115 33559, 33591 33622, 33659 33669, 33735 33872	364,421.76	4/73
3	4750 cu. ft., 100-ton capacity covered hopper cars	PTLX 33026, 33044 33065	76,843.59	5/73
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<u>26</u>			<u>\$625,562.86</u>	

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF APRIL 1, 1973
(Series 4)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
18	23,500 gal. coiled and insulated tank cars	PTLX 223832, 223833 223834, 223835 223836, 223837 223838, 223839 223840, 223841 223842, 223843 223846, 223847 223848, 223849 223850, 223851	\$683,737.27	\$560,664.58	5/75
3	23,500 gal. coiled and insulated tank cars	PTLX 223844, 223845 223852	113,460.58	93,378.06	6/75
<u>21</u>			<u>\$797,197.85</u>	<u>\$654,042.64</u>	